

The Terms and Conditions of your Green Flag Policy



These are the terms and conditions of your policy. Green Flag is a trading name of UK Insurance Limited, the underwriter of the Policy, which is authorised and regulated by the Financial Services Authority. Details of how we may use the information that you provide to us is detailed in the section entitled "Dealing With Your Personal Information".

If you have any questions about your Green Flag Policy, please telephone or write to us at the number or address shown on your certificate. We have not provided you with a personal recommendation as to whether this Policy is suitable for your specific needs.

It is important that you read this Policy carefully and keep it in a safe place. This Policy is evidence of the contract between you and us, UK Insurance Limited the underwriter, based on the information given to us by you orally or otherwise. We rely on the information you supply us. If that information is inaccurate or incorrect your Policy may be invalid.

In return for receiving and accepting your Premium, we will provide Green Flag Breakdown services on the terms of your certificate, in respect of an incident for which cover is available, for the duration of your Policy.

English Law will apply to the terms of this Policy unless we both agree otherwise.

On behalf of the company

Paul Geddes
Chief Executive

UK Insurance Limited. Registered in England and Wales No. 1179980.
Registered address: The Wharf, Neville Street, Leeds LS1 4AZ.

DUTY OF DISCLOSURE

We rely on the information that you supply. If that information is inaccurate or incomplete, your Policy may not be valid.

YOUR RIGHT TO CANCEL

If the cover under the Policy does not meet your requirements, please return all documents within 14 days of receipt to: Customer Entitlements, Green Flag House, Cote Lane, Pudsey LS28 5GF. We will return the Premium paid in full providing no claims have been made during that time.

HOW TO CLAIM

To notify us of a claim whilst travelling within the UK, please telephone 0800 400 600.

STATEMENT OF NEEDS

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs.

DETAILS OF OUR REGULATOR

UK Insurance Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsa.gov.uk or the Financial Services Authority can be contacted on 0300 500 5000. The FSA registered number is 202810.

Under the Financial Services and Markets Act 2000, should the company be unable to meet their liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit (90% of the whole claim with no upper limit after 31/12/09). For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

OUR PROMISE TO YOU

Is that we will always be fair and reasonable whenever you have need of the protection of this Policy and that we will act quickly to provide that protection.

COMPLAINTS PROCEDURE

Should there ever be an occasion when you feel that we have failed to honour our promise, we will do everything possible to ensure that your complaint is dealt with quickly and fairly. The easiest way to complain is simply to give us a call. Please contact us on 0870 024 0048.

If you wish to write, complaints should be addressed to the Customer Relations Manager at the address shown on your certificate.

A member of our team will attempt to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within 5 business days of receipt. In the unlikely event that your complaint has not been resolved within 4 weeks of its receipt, we will write and let you know the reasons why and the further action we will take.

Once we have fully reviewed your complaint we will write to you with the outcome of our investigation and our decision. If you are unhappy with our decision, or if we do not complete our investigation within 8 weeks, you may refer your complaint to the Financial Ombudsman Service (FOS). The address for the FOS is as follows:

South Quay Plaza, 183 Marsh Wall, London E14 9SR telephone 0845 080 1800.

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The service and benefits set out in this booklet should be read in conjunction with your certificate.

TERMS AND CONDITIONS

THE MEANING OF WORDS

Wherever the following words and phrases appear in this Policy and certificate they will always have these meanings, unless otherwise stated in the relevant section:

Force Majeure Event: means an event beyond our reasonable control which includes without limitation fire, flood, inclement weather, earthquake, accident, civil disturbances, war, rationing, embargoes, Strikes, labour problems, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor (which cannot reasonably be avoided by us), acts of God and acts of government;

Home: your permanent place of residence in the United Kingdom;

Insured Incident: means immobilisation of the Insured Vehicle as a result of breakdown, road accident, theft or attempted theft, malicious damage, accidental damage, fire, flat tyre, lack of fuel, flat battery, loss or breakage of car keys, within the United Kingdom;

Insured Person: means you and any other person who at the time of the Insured Incident, is driving or riding as a passenger in the Insured Vehicle with your permission; to a maximum of 8 persons including the driver;

Insured Vehicle: any vehicle we have agreed to cover and which is shown on your certificate which complies with the vehicle specifications described in General Condition 6; and carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided);

Period of Cover: the period between the start of your cover and the expiry date shown on your current certificate, or, if you pay for your cover every month, the period covered by each monthly payment;

Policy: this booklet and your certificate, which together form the contract between you and us;

Policyholder: the person named on your certificate;

Premium: is the annual or monthly Premium due, for your Policy cover as shown on your certificate;

Strike: any form of industrial action taken by workers, carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services;

United Kingdom: England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands;

we or us or our: UK Insurance Limited, the underwriter of this Policy under the trading name Green Flag including our agents (including service providers);

Please note

The General Conditions and Exclusions apply to all sections.

Each section of cover described below only applies if it is shown on your current certificate.

SECTION 1. ROADSIDE ASSISTANCE / ROADSIDE



What is covered:

Following an Insured Incident occurring at least a quarter of a mile from either your Home or the place where the Insured Vehicle is usually kept, we will:

- 1.1. Arrange for roadside assistance and, if necessary, transportation of the Insured Vehicle and Insured Persons, to either a single destination of your choice within ten miles of the Insured Incident or to a suitable repairer within ten miles of the Insured Incident; and

- 1.2. Provide these services, including call-out and labour for roadside assistance.

Please note

You will have to pay any extra costs where transportation of the Insured Vehicle exceeds ten miles.

SECTION 2. NATIONAL RECOVERY / NATIONAL / COMPREHENSIVE



- 2.1. Following an Insured Incident occurring at least a quarter of a mile from your Home, you are entitled to the services detailed in Section 1 Roadside Assistance.

- 2.2. In addition to the services described in Section 2.1 above, if it is apparent that repairs cannot be effected by our service provider by the end of the normal working day of the Insured Incident, we will arrange and pay for the transportation of the Insured Vehicle and Insured Persons to your choice of the following in the United Kingdom:

- Your Home; or
- The original intended destination; or
- A suitable repairer within ten miles of either the Insured Incident, your Home or your original destination.

Please note

This level of cover will not be effective until the day after you have arranged this cover for the first time. You will be entitled to the level of service described in Section 1 Roadside Assistance from the day of purchase.

SECTION 3. RECOVERY ONLY



Following an Insured Incident occurring at least a quarter of a mile from either your Home or the place where the Insured Vehicle is usually kept and if the Insured Vehicle cannot be repaired at the scene of the Insured Incident, we will arrange for the Insured Vehicle and Insured Persons to be taken to one of the following in the United Kingdom:

- Your Home; or
- The original intended destination; or
- A suitable repairer within ten miles of either the Insured Incident, your Home or your original destination.

Please note

This service does not cover you for recovery if you cannot get into the Insured Vehicle because you have lost the keys or for faults that could be repaired at the roadside. We may repair these at our discretion, but you will have to pay for the call out, labour and parts.

SECTION 4. HOME-CALL



If an Insured Incident takes place within a quarter of a mile of your Home, you will be entitled to the services detailed in Section 1 Roadside Assistance.

SECTION 5. CARAVAN AND TRAILER COVER



Your caravan or trailer will have the same cover as the Insured Vehicle when being towed by the Insured Vehicle provided:

- 5.1 It fits a standard 50mm tow ball; and
- 5.2 It does not exceed (including any load carried) the following gross vehicle weight: 3.5 tonnes and external dimensions: 7 metres in length (excluding any coupling device and tow bar), 3 metres in height and 2.3 metres in width; and
- 5.3 The weight of the caravan or trailer when loaded is not more than the kerb weight of the Insured Vehicle; and
- 5.4 It is of standard make.

SECTION 6. SECOND VEHICLE COVER



This provides cover for one other vehicle registered at the same address as the main Insured Vehicle. The level of cover for the additional vehicle must be lower than or equal to the level of cover for the main Insured Vehicle.

SECTION 7. PERSONAL COVER



This extends the cover shown on your certificate so that you and your partner, residing at the same address, are covered in any vehicle that you are travelling in.

Please note

- 7.1 Vehicles must comply with our General Conditions.
- 7.2 Personal cover applies in the United Kingdom only.
- 7.3 You will have to show your certificate and we will ask for a further form of identification when we provide service. Otherwise you may have to pay for any service we provide.

SECTION 8. RECOVERY AFTER ACCIDENT



If the Insured Vehicle cannot be driven as a result of an accident, we will take the Insured Vehicle and Insured Persons to your destination in the United Kingdom. We will then take the Insured Vehicle to a repairer of your choice within 10 miles of your destination.

SECTION 9. COMPREHENSIVE PLUS



We will arrange the services described under:

- National Recovery
- Caravan and Trailer cover
- European Cover
- European Legal Expenses

SECTION 10. COMPREHENSIVE GOLD



We will arrange the services described under:

- National Recovery
- Home-Call
- Caravan and Trailer cover
- Extra Care

SECTION 11. TOTAL PROTECTION



We will arrange the services described under:

- National Recovery
- Home-Call
- Caravan and Trailer cover
- European Cover
- European Legal Expenses

SECTION 12. DRIVER CARE



12.1 If it is apparent that repairs to the Insured Vehicle cannot be effected by our service provider by the end of the working day, or if the Insured Vehicle has been stolen and is not recovered in a roadworthy condition the same day, we will arrange and pay for one of the following four options at your request, subject to availability:

1. The transportation of the Insured Vehicle and Insured Persons to one of the following in the United Kingdom:
 - Your Home; or
 - Your original intended destination; or
 - A suitable repairer.

Or

2. Where available, the hire of a self-drive rental vehicle of an equivalent level to the Insured Vehicle up to a maximum of 1600cc, for a reasonable period to complete your journey, up to a maximum cost of £100 in total;

Or

3. The cost for the Insured Persons to either continue the journey or return to your Home by our choice of alternative transport, up to a maximum cost of £100 per person;

Or

4. Overnight bed and breakfast accommodation, but not alcoholic drinks, for one night in a local hotel whilst awaiting repairs, provided that the Insured Incident occurs more than twenty five miles from your Home or intended destination, up to a maximum cost of £40 per Insured Person, up to but not more than £240 per Insured Incident.

12.2 In addition if necessary, we will also:

- pay for one single standard class rail ticket for you or any authorised driver to collect the Insured Vehicle following repair, up to a limit of £150; and
- relay up to three telephone messages to family members, friends or business associates of yours to advise of unforeseen travel delays.

12.3 Provision of a Chauffeur

In the event of you being declared medically unfit to drive the vehicle in the course of a trip or having to return home early because of what we agree is a serious or urgent reason and there is no other passenger qualified and competent to drive, we will arrange a chauffeur to take the Insured Persons, and the Insured Vehicle and your baggage to your destination in the United Kingdom. You will have to show medical certification at the time of the illness or injury.

Please note

1. A hire vehicle is arranged subject to you or the Insured Person meeting the conditions of the hirer.
2. We cannot guarantee to provide a hire vehicle with a roof rack or tow bar.
3. Cover under this Section 12 will not be effective until the day after you have arranged this cover for the first time. You will be entitled to the level of service described in Section 1 Roadside Assistance on the day of purchase.
4. Any authorised vehicle hire must be effected within 24 hours of occurrence of the Insured Incident.

What is not covered:

1. Any costs which we have not been notified of at the time of the Insured Incident and which we have not previously agreed.
2. Vehicle hire in the event of the Insured Vehicle requiring routine servicing, being out of use temporarily under warranty or for other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.
3. The cost of fuel and oil used in any replacement vehicle or any additional insurance offered by the replacement vehicle hirers.

SECTION 13. EUROPEAN



Wherever the following words and phrases appear in this European Section, they will always have the following meaning:

Geographical Limits: France, Germany, Belgium, Luxembourg, the Netherlands, Andorra, Austria, Balearics, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Malta, Monaco, Norway, Portugal, Romania, San Marino, Sardinia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar, and the Republic of Ireland;

Insured Incident: means immobilisation of the Insured Vehicle as a result of breakdown, road accident, theft or attempted theft, malicious damage, accidental damage, fire, flat tyre, lack of fuel, flat battery, loss or breakage of car keys;

Lawyer: the Lawyer or firm of Lawyers or other suitably qualified person, firm or company we choose to act for you;

Motorail: A pre-booked train service transporting vehicles, but excluding Channel Tunnel rail services;

Trip: A pre-booked journey abroad during the period of cover commencing and ending in the United Kingdom.

Please note

1. The emergency telephone numbers are in your Customer Guide.
2. This European section only applies to Insured Vehicles of ten years of age or less.

13.1 ROADSIDE ASSISTANCE AND TOWING

We will arrange and pay for:

Labour and call-out charges involved in providing roadside assistance after an Insured Incident, if there is a reasonable chance that the roadside assistance will make the Insured Vehicle fit to drive;

Or

The Insured Vehicle to be taken to the nearest local repairer or safe storage place after an Insured Incident.

Please note

You must pay for the reasonable cost of all spare parts, garage labour and materials used by the local repairer in repairing the Insured Vehicle.

13.2 LOSS OF USE OF THE INSURED VEHICLE

If at any time during your Trip, you cannot use the Insured Vehicle because of an Insured Incident and we reasonably believe that the Insured Vehicle will be out of use for more than eight hours;

Or

If the Insured Vehicle is stolen and not recovered within eight hours we will organise and pay for the reasonable costs of one of the following subject to availability:

- Taking the Insured Persons and your luggage to your intended destination, and then returning you to the Insured Vehicle after it has been repaired.

Or

- Accommodation, including one daily meal (but not alcoholic drinks), for the Insured Persons while the Insured Vehicle is repaired up to a maximum of £45 a day for each person for up to five days.

Or

- Up to a total of £750 towards the cost of hiring another vehicle while the Insured Vehicle remains unserviceable.

Please note

1. We cannot guarantee that hire vehicles will always be available and are not responsible if they are not available.
2. We cannot guarantee that there will be tow bars or roof racks on hire vehicles.
3. You will be responsible for the fuel used in the hire vehicle and any tolls and all other expenses that you have to pay in continuing your trip.
4. If we arrange a hire vehicle, you will have to comply with the terms and conditions of the hire company, and pay any deposit the hire company requests. Your Policy does not cover any lost deposit due to damage to the hire vehicle or failure to replace fuel.
5. In some cases, you may have to pay for the vehicle hire services locally. If this happens, we will give you a refund as long as you have received advanced approval from our European control centre.

13.3 RETURNING THE INSURED VEHICLE TO THE UK

1. If the Insured Vehicle is repaired before your scheduled return to the United Kingdom then you will be responsible for returning the Insured Vehicle to the United Kingdom at your own cost and for all associated costs.
2. If the Insured Vehicle cannot be repaired before your scheduled return to the United Kingdom or the Insured Vehicle is stolen outside the United Kingdom and not recovered until after you have returned to the United Kingdom, we will pay for the following at our discretion:
 - The reasonable costs of taking the Insured Persons and your luggage to your Home by a route and method of our choice. We will not pay for special travel arrangements if one of you has a medical condition. We will also pay for the Insured Vehicle to be taken to your Home or to a repairer of your choice in the United Kingdom.
 - If you had to leave the Insured Vehicle abroad we will pay the cost of one standard class single ticket by rail, sea or air at our discretion and subject to availability for you or a driver of your choice to collect the Insured Vehicle. We will also pay any necessary and reasonable expenses on the outward journey for one person collecting the Insured Vehicle, including accommodation and Green Card charges. We will not pay more than £600 in total.
 - We will also pay any necessary charges up to a total of £100 for storing the Insured Vehicle abroad before it is repaired, sent Home or legally abandoned.

Please note

1. The maximum we will pay to repatriate the Insured Vehicle will be its current market value in the United Kingdom.
2. You must make all travel arrangements in advance with us and all costs and expenses that are recoverable under this Policy must be agreed with us in advance.
3. Any unused travel tickets must be used for the repatriation of the Insured Vehicle before we will provide any alternatives under this section.
4. We will not pay any additional costs for repatriating your pet(s).

13.4 PROVIDING A CHAUFFEUR TO RETURN YOU HOME

1. If there is an accidental injury, sudden illness or death which means that there is no Insured Person with the Insured Vehicle at the time who can drive the Insured Vehicle, we will pay for a qualified person to drive the Insured Vehicle and Insured Persons back to your Home. We will need to see all medical and other evidence. We will not pay the cost of any fuel used or road tolls.
2. We will also pay your accommodation costs on your return journey, provided these costs would not have been necessary if the Trip had gone ahead as planned. The most we will pay is £45 a day per Insured Person, for up to two days.

13.5 DELIVERING SPARE PARTS

If we cannot get hold of the spare parts locally to repair the Insured Vehicle following an Insured Incident, we will arrange to have them delivered to you as quickly as possible.

We will not be responsible to provide the spare parts if the spare parts:

- Are no longer made;
- Cannot be bought from a wholesaler or agent; or
- Cannot be exported to the country where the Insured Vehicle is.

Please note

We will only pay the cost of transporting spare parts. You must pay for the actual cost of the spare parts and any customs duty. Where we have paid such costs on your behalf, we require reimbursement within one month of payment. You must also pay for the labour involved in repairing the Insured Vehicle.

13.6 CUSTOMS REGULATIONS

1. If as the result of an Insured Incident occurring in the Geographical Limits during a Trip the Insured Vehicle is beyond economic repair, we may arrange for its disposal under Customs supervision in the country of the Insured Incident. In this case we will deal with the necessary Customs formalities.
2. If as the result of an Insured Incident occurring during a Trip in the Geographical Limits the Insured Vehicle is not taken permanently out of the foreign country within the limited time allowed after import, or you inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then we will pay your liability for any customs duty claimed from you by the country where the Insured Incident happened up to a limit of £500.

What is not covered:

The cost of any other import duties imposed by Customs.

13.7 MISSED MOTORAIL CONNECTION

If you fail to connect with a pre-booked Motorail service in the Geographical Limits on the outward part of your Trip as a result of:

You arriving at the departure point in the Geographical Limits too late to commence the booked Motorail journey due to an Insured Incident during a Trip providing that you would have been on time for the Motorail journey if the Insured Incident had not happened,

Or

Cancellation or curtailment of scheduled public transport due to adverse weather conditions or Strike or mechanical breakdown.

We will arrange and pay for the following subject to availability:

1. Storage of the Insured Vehicle in a secure parking area, if available, near to the Motorail depot for the period of the Trip up to a total cost of £100.
2. A standard class return rail ticket to enable you to continue the Trip to/from the intended Motorail destination station.
3. Hire of a replacement vehicle, up to a maximum of £450 in total, at the Motorail journey destination within the Geographical Limits.

Please note

You must have taken every reasonable step to complete the journey to the Motorail departure station on time.

What is not covered:

1. Strikes which are public knowledge at the time you purchased the cover.
2. Withdrawal from service (whether temporary or otherwise) of a sea vessel or train on the orders or recommendation of the recognised regulatory authority in any country.
3. Claims arising in connection with the inward (return) journey.

Please note

The conditions and exclusions which apply to the rest of this Policy also apply to this Section 13 European.

Conditions which apply to Section 13 European cover only

1. If the law of any country means that we have to make a payment which we would not otherwise have paid, you must pay that amount back to us as requested.
 2. You must report any Insured Incident which could bring about a claim under your Policy as soon as possible to our European control centre.
 3. You must send us any relevant letters immediately and send us all information and other help we ask for.
 4. You must not admit liability or agree to settle or knowingly do anything that would prejudice any claim without our written permission.
- What is not covered:
1. Loss of or damage to the Insured Vehicle while it is being transported by sea or rail (unless loss or damage is caused by our negligence).
 2. Any expenses which you have paid or would have had to pay anyway on your Trip.
 3. Any expenses which you can claim under any motor, caravan, travel or marine Policy, or from any other organisation which provides similar services to ours.
 4. Any liability created by a contract or any civil liability.

HOW TO CLAIM

If you want to make a claim under the European Section you will need a claim form. Please write to:

European Claims Department, Green Flag, Leeds LS28 5GF.

Or phone 0113 236 3236 and ask for the European Claims Department.

Once you have filled in the form, you should return it to the address above.

Please note

1. **Our European Claims Department must receive your claim within 30 days of your return to the United Kingdom.**
2. **Any expenses for which you claim must have our prior consent and approval.**
3. **You must send in all relevant receipts, accounts, bills and invoices with your claim form.**

EUROPEAN MOTORWAYS

Please note that in several parts of Europe, if you break down on a motorway or other major public road, police will answer the phone. They will arrange for a local recovery company to send a recovery truck to you without contacting us. Very few of these local recovery agents have any link with United Kingdom motoring organisations, and you may well have to pay for this assistance on the spot. If you keep a receipt, we will refund the full cost of the assistance, including towing charges and time the mechanic has spent working on the Insured Vehicle at the roadside. We will not pay for any spare parts used or labour charges at a garage.

Once you have been taken from a motorway or major public road to a place of safety such as a local garage or motorway service station, please contact us if you need other advice or services, such as vehicle hire.

SECTION 14. UK LEGAL EXPENSES

THE MEANING OF WORDS

The following words will have the meanings shown next to them.

Certificate of Motor Insurance — this document provides evidence that You have taken out the insurance You must have by law. It identifies who can drive the Insured Vehicle and the purposes for which the Insured Vehicle can be used.

Costs — the Solicitors reasonable and proportionate professional fees and expenses allowed by the Civil Procedure Rules. It also covers Your opponent's costs which You are ordered to pay by a court and other costs We agree in writing. The most We will pay will be £25,000 for any claim or claims arising from any one Insured Incident. This includes Your Costs and Your opponent's Costs.

Geographical Limits — For the purposes of this section, the following Geographical Limits apply:

Section 15:

If you have purchased Section 15 the Geographical Limits are: **United Kingdom:** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands;

Sections 9 and 11:

If you have purchased Section 9 or 11, the Geographical Limits are:

Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Isle of Man, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar, United Kingdom.

Solicitor — Any suitably qualified person appointed to act for You under this cover

Uninsured Losses — losses which You can not recover from any insurance policy.

You or Your — any person identified in the current Certificate of Motor Insurance as being authorised to drive or use the Insured Vehicle. This also includes any passengers.

What is covered

We will pay Costs for the following:

Death or Injury

Costs for recovering Uninsured Losses which arise directly from any Insured Incident causing:

- Your death or injury;
- damage to the Insured Vehicle;
- damage to any property in the Insured Vehicle which You own or are legally responsible for; or
- any other Uninsured Losses You suffer.

Legal Defence

Costs in the event of Your prosecution for an offence committed whilst using or driving the Insured Vehicle (Other than a parking offence or congestion charge offence).

Travel Expenses

We will also pay travel expenses in the event that You are obliged by a court abroad to attend in connection with an Insured Incident giving rise to a claim under this section up to a maximum of £250 per person.

Cover provided by this section only applies if:

- at the time of the Insured Incident, the Insured Vehicle is being driven or used for a purpose allowed and by a person identified in your Certificate of Motor Insurance;
- the date of the Insured Incident leading to the claim is within the Period of Cover and the Insured Incident happens within the Geographical Limits;

- any legal proceedings will be carried out within the Geographical Limits by a court or other organisation which We agree to; and
- it is more likely than not that You will be successful with Your claim.

Specific Exceptions

Legal Defence

- Alleged speeding offences where no other offence is involved.
- Alleged offences where there are no reasonable prospects of affecting the outcome of the prosecution.

General Exceptions

You are not covered for any of the following.

1. Costs You have paid or will have to pay before We agree to them.
2. Any claim arising out of an agreement or contract between You and anyone else. Insured Incident
3. Any disputes with Us about this section of the policy other than shown in General Condition (page 7)
4. Any costs if You:
 - a) stop or settle a claim, or withdraw instructions from the Solicitor for whatever reason, without Our permission or;
 - b) make a false claim or knowingly give Us any information which is not correct or complete in relation to the claim;If either event occurs, You will then have to refund any Costs and expenses We have paid or agreed to pay during Your claim.
5. Costs related to a claim for an Insured Incident whilst You are driving under the influence of alcohol or drugs.

Conditions

If You do not keep to these conditions, we may cancel this section, refuse any claim and withdraw from any current claim.

1. You must do the following

- Tell Us about Your claim as soon as possible;
- Let Us have full details of Your claim and any other information that We or the Solicitor ask for (You will pay any costs involved in providing this information);
- Fully co-operate with the Solicitor and Us, and not do anything which might damage Your claim. If We ask, You must tell the Solicitor to give Us any documents, information or advice that they have or know about;
- Tell Us about any developments affecting Your claim;
- Tell Us if the Solicitor refuses to continue to act for You or if You withdraw Your instructions;
- Tell Us if anyone makes a payment into court or offers to settle Your claim;
- Try to get back any Costs that We have to make, and pay them to Us; and
- Get Our agreement to negotiate or settle a claim.

2. Appointing a Solicitor

- If We accept Your claim, We or a Solicitor appointed by Us will try to negotiate a settlement without having to go to the courts.
- If it is necessary to take Your claim to the courts or if there is a conflict of interests, You have the right to choose the Solicitor to act for You. Otherwise, We will appoint a Solicitor for You.
- The Solicitor will be appointed by You or by Us to act for You according to our standard terms of appointment. (You can ask Us for a copy.)

- Before the Solicitor starts work on Your case, we must agree to the charges.
- You must not enter into any agreement relating to charges with the Solicitor without getting Our permission first.
- If a Solicitor refuses to continue acting for You with good reason, or if You dismiss them without good reason, Your cover will end immediately unless We agree to appoint another Solicitor.

3. You must tell your Solicitor to do the following

- Get Our written permission before instructing a barrister or an expert witness; and
- Tell Us immediately if it is no longer more likely than not that You will be successful with Your claim.

4. We can do the following

- Contact the Solicitor at any time, and he or she must co-operate fully with Us at all times;
- Decide to settle Your claim by paying the amount in dispute;
- Refuse to pay further Costs if You do not accept a reasonable offer to settle Your claim; and
- Refuse to pay further Costs if it is no longer more likely than not that You will be successful with Your claim.

5. Disputes

You have the right to refer any disagreement between You and Us to arbitration. The arbitrator will be a solicitor, barrister or other suitably qualified person You and We agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the Geographical Limits whose law governs this section of the policy. We and You must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between You and Us to the Financial Ombudsman Service. This service is free of charge.

(See page 1 for details of Our complaints procedure.)

SECTION 15. EXTRA CARE



1. We have a 24-hour telephone service that you can ring for advice on all kinds of legal problems in England. The scheme does not include written advice, personal interviews or drafting papers. You can use the service by phoning 0113 236 2410. This only applies to English Law.

We will also arrange the services described under:

- Driver Care
- UK Legal Expenses

CONDITIONS AND EXCLUSIONS

GENERAL EXCLUSIONS APPLYING TO THIS POLICY

The following are excluded from your Policy cover:

1. The cost of fuel, all spare parts and any costs once the Insured Vehicle has been transported to a garage or repairer
2. Damage or costs as a result of breaking into the Insured Vehicle because your keys have been lost or stolen.
3. The cost of getting a spare wheel or for roadside repairs if you cannot provide a suitable spare wheel.
4. The cost of draining or removing contaminated fuel. (We will arrange for the Insured Vehicle to be taken to a local repairer for assistance, but you will have to pay for all work carried out.)
5. Any costs and expenses if the Insured Vehicle was not fit to drive at the start of the journey or Trip, or had not been regularly serviced in line with the manufacturer's recommendations. We may ask for proof that the Insured Vehicle was fit to drive (including an MOT certificate if applicable).

6. Any Insured Incident while the Insured Vehicle is towing or carrying more weight or people than it is designed for, as shown in the manufacturer's details.
7. Vehicles used for and/or involved in motor racing, off road use (away from public roads and over rough terrain), rallies, speed or duration tests or practising for such events.
8. Vehicles situated in areas to which our agents have no right of access or on motor traders' premises.
9. Any intentional or wilful damage caused by any Insured Person to the Insured Vehicle.
10. Any claim resulting from difficulties or inability in obtaining raw materials, fuel or other supplies due to a Force Majeure Event.
11. Vehicles temporarily immobilised by floods or snow-affected roads or as a result of whole or partial immersion in water, snow, sand or mud.
12. Vehicles parked off the public road which are immobile due to the nature of the surface on which they stand e.g. sand, mud, gravel, turf, grass.
13. Vehicles used for hire or reward, including taxis, or for the carriage of goods for reward.
14. Any claim for damage or loss of commercial goods or those intended for resale carried at the time of the Insured Incident.
15. Any Insured Incident where the Insured Vehicle does not have a current, valid Road Fund Licence disc on display.
16. Any expenses which you would have had to pay anyway irrespective of the Insured Incident.
17. Any damage to or theft of objects or accessories left in or outside the Insured Vehicle after the Insured Incident.
18. Losses that are not directly associated with the incident that caused you to claim. For example, loss of earnings due to being unable to return to work following an insured incident, or losses arising from a delay in providing the service to which this cover relates.
19. Vehicles that have broken down or are unroadworthy when cover was taken out.
20. Loss, expense or legal liability caused by:
 - Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste;
 - Or
 - The radioactive, toxic, explosive or other dangerous properties of nuclear equipment.
21. Loss or damage caused by pressure waves from planes and other flying machines.
22. Any claim if:
 - You know that the person driving the Insured Vehicle does not have a valid driving licence;
 - Or
 - The person driving the Insured Vehicle does not meet

GENERAL CONDITIONS

1. Premiums

Prompt payment of your Premiums is a requirement of the continuation of this Policy. If you pay your Premiums monthly then this Policy will cease to have effect and the Period of Cover will end if the Premium due for any month is not paid on the due date specified in your documents.

2. Other insurance

If you are covered by any other insurance for an Insured Incident, we will only pay our share of the claim. You may be required to provide us with details of your insurance company for this purpose.

3. Reasonable care

You must do all that you can and comply with all laws and codes to keep the Insured Vehicle safe and fit to drive.

4. Cancelling this Policy

This Policy may be cancelled:

- By us at any time by providing 7 days' notice in writing to you at your last known address. In such event provided no claims have been made in relation to the Policy, we will refund the pro-rata Premium applicable to any unexpired part of the Period of Cover for which a Premium has been paid;
- By you at any time by providing 7 days' notice in writing which must be accompanied by your certificate. If you pay your premiums annually, provided no claims have been made in relation to the Policy, we will refund the pro-rata Premium applicable to any unexpired Period of Cover for which a Premium has been paid and charge a cancellation fee of one twelfth of the annual Premium. If you pay your Premiums monthly, no part of the monthly premium will be refunded.
- By you contacting 0845 767 0345 within 14 days of receipt of your Policy documents, and surrendering the certificate. In such event, provided no claims have been made in relation to the Policy, we will issue a full refund.

Please note that where any claims have been made under this Policy we will not be able to refund any part of the Premiums.

5. This contract is between you and us. Nobody else has any rights they can enforce under this contract except those they have by law.
6. Cover is only available under this Policy for the following:
A privately-registered motor car, motor cycle, three-wheeler or car-based van up to 3.5 tonnes when loaded - none of these must be more than 7m in length, 3m in height and 2.3m in width.
A standard caravan or trailer which meets with all relevant rules and regulations listed in Section 5 Caravan and Trailer Cover and was being towed by the Insured Vehicle at the time of the Insured Incident.
7. We are not responsible for any loss, damages, costs, claims or expenses whatsoever which you may incur as a result of our delay or failure to perform our obligations due to a Force Majeure Event.
8. If you request a level of service to which you are not entitled, this service will have to be paid for in advance by credit or debit card payment.
If we provide a service that it subsequently transpires you are not entitled to, you may have to pay for the service provided.
9. We will provide the services described in this Policy on condition that you and all passengers observe the respective licence conditions and all the terms and conditions laid down in this booklet. The services cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding costs.
10. You are responsible for collecting the Insured Vehicle from a repairer and any consequent costs after work has been carried out.
11. If we arrange for temporary roadside repairs, you must arrange for any permanent repairs that may be necessary as soon as possible. If you do not and the same problem happens again, we may refuse service.
12. If you need assistance, you must contact our control centre. You must not contact any garage recovery operator direct.
13. You will have to pay the cost of our recovery or repair vehicle coming out to you if you allow the Insured Vehicle to be recovered or repaired by someone else after you have contacted us for assistance.

14. If the Insured Vehicle needs to be moved or recovered after an Insured Incident, it must be in an easily accessible position for our recovery vehicle to load. If the Insured Vehicle is in a position we cannot get to, or the wheels have been removed and we need to use specialist equipment (which is not normally carried on a standard recovery vehicle) to recover the Insured Vehicle, you will have to pay extra costs (including labour charges) to arrange for these to be transported to, and used at, the site of the Insured Incident.
15. When you ask for assistance or recovery, we will give you an estimated time when our repair or recovery vehicle will arrive. You and your passengers must wait with the Insured Vehicle until the repair or recovery vehicle arrives, unless you have made other arrangements with our control centre.
16. If the recovery or repair vehicle does not arrive within 60 minutes of you contacting us, we will pay £10. To claim compensation you must either complete a service questionnaire or write to us.
17. You will have to repay any toll fees or ferry charges for the Insured Vehicle which are reasonably incurred by the driver of the recovery vehicle.
18. You are responsible for the security of the contents of the Insured Vehicle, caravan or trailer. We will not recover or repair a vehicle, caravan or trailer if there is a person or animal in it.
19. If you give us incorrect information when you phone for assistance, you may have to pay all reasonable costs caused by the incorrect information.
20. We are not responsible for the actions or costs of garages, recovery firms or emergency services acting on your instructions or the instructions of anyone acting for you and cannot be held liable for them.
21. We will not arrange for assistance services if we reasonably believe the Insured Vehicle is dangerous or illegal to repair or transport.
22. You will have to pay any storage or release fees while the Insured Vehicle is being repaired or after the police have moved the Insured Vehicle. We cannot be responsible for any police call-out charges.
23. We may choose to repair the Insured Vehicle (at your cost) following a breakdown, rather than arranging for it to be recovered.
24. Nothing in this Policy will exclude or restrict our liability for death or personal injury resulting from our negligence.
25. Any failure by us in relying on or enforcing the terms and conditions of this Policy on any particular occasion will not prevent subsequent reliance or enforcement.
26. Following an Insured Incident attended by the police or other emergency service, transportation of the Insured Vehicle will not take place until they have authorised its removal.
27. We are entitled to take over your rights in the defence or settlement of a claim or to take proceedings in your name for our own benefit against another party and we shall have full discretion in such matters. You must give us all the information and assistance we may require.
28. We may automatically renew your policy cover on the renewal date. If we are going to do this, we will tell you before the date your policy runs out and give you details of the renewal premium. If you do not want to renew your policy cover, you should tell us before the renewal date.

SERVICE LIMITS

We will provide assistance up to five times in any 12-month period of cover. We may write and tell you when you have reached that limit.

If you need assistance more than five times within the 12-month period of cover, you may have to pay for the services we provide. You will have to pay for these services by credit card or debit card. We will ask you for your card details before we provide assistance.

We may refuse to renew your cover if we feel that you have used our services too often during the period of cover. In this case we will write and tell you in advance, and you will have the chance to tell us about anything that might lead us to reconsider our decision.

We have the right to refuse service at any time if we consider that you or any of your party is behaving or has behaved in a threatening or abusive way to our employees, patrols or agents, or to any other contractor. We can make your Policy invalid at any time if, in our reasonable opinion, you have misused services we have provided.

Telephone calls may be recorded.

We will use any information that you provide to us in accordance with the following notice:

YOUR INFORMATION

Who we are

Green Flag is underwritten by UK Insurance Limited.

You are giving your information to Green Flag and UK Insurance Limited (UKI) who are members of The Royal Bank of Scotland Group (The Group). In this Information statement 'we' 'us' and 'our' refers to UKI unless otherwise stated.

For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- where we are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

Sensitive Information

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions) We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

You will have been asked to agree to this when you first contacted us but please ensure that you only provide us with sensitive information about other people with their agreement.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Credit Reference Agencies

To assess your insurance application and the terms on which cover may be offered, we may obtain information about you from credit reference agencies to check your credit status and identity. The agencies will record our enquiries. This will not affect your credit standing.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking applications for, and managing credit and other facilities and recovering debt;
- Checking insurance proposals and claims;
- Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee.

If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting reference Green Flag. A fee may be payable.



Green Flag is underwritten by UK Insurance Limited, which is authorised and regulated by the Financial Services Authority. Registered address: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England no. 1179980. Calls may be recorded.
www.greenflag.com